

# Renters Rights Guide.

*A practical  
guide to get  
ahead of the  
changes.*



*What's included?*

*Headline  
overview of the  
key changes*

**Section 21 GONE**  
*How to effectively  
use Section 8  
Notice*

*'Are you ready'  
checklist*



# RENTERS RIGHTS ACT

**\*I'm important!**

## What's changing and what landlords must do

The Renters' Rights Act brings major changes to private renting in England from 1st May 2026. For landlords with one or a few properties, this means tighter processes, stronger paperwork and less room for error.

## Right, lets cut to the chase - what is changing?



### Practical reality for small landlords

With Section 21 removed, paperwork and evidence matter more than ever.

If a tenancy breaks down, you will need:

- Clear documentation
- Strong inventory evidence
- Proof of compliance
- A legally valid ground for possession

Poor admin is now a **bigger risk** than ever.

### Are you ready?

#### Quick self check:

- Would I know which possession ground applies?
- Are my current tenancies fully documented?
- Could I evidence rent arrears properly?
- Is my compliance file complete?
- Am I confident issuing a statutory rent increase?
- Am using a correct tenancy agreement?

If you hesitate on any of these, you may need to [review your process.](#)

Can **ROSEMOOR** help?

**Yes.**

We can help you:

- Review your tenancy documentation
- Strengthen your compliance systems
- Manage rent increases correctly
- Ensure inventories are robust
- Maintain organised digital records
- Support with ongoing management

Whether you self manage or want full management, we can help you [prepare properly for 2026.](#)



# HOW TO LEGALLY END A TENANCY

## The process with Section 21 removed

From May 2026, landlords must rely on Section 8 possession grounds to regain possession of a property. Section 21 “no fault” eviction will no longer apply.

This means landlords must follow a formal process and rely on a valid legal ground.

### Step 1

#### Identify the correct possession ground

You must have a valid legal reason to regain possession. Common grounds landlords will use include:

Serious rent arrears | Tenant owes significant unpaid rent | Persistent late rent | Breach of tenancy  
Anti social behaviour | Nuisance, harassment or criminal activity | Landlord selling the property  
Landlord or close family member moving into the property

*The ground you rely on determines the notice period and evidence required.*

### Step 2

#### Serve a Section 8 Notice

Landlords must serve a Section 8 Notice Seeking Possession. The notice must state:

The possession ground - The required possession date - The correct notice period

Typical notice periods include:

Rent arrears / breach of tenancy - Usually around 2 weeks notice

Selling the property or landlord occupation - Typically around 4 months notice

### Step 3

#### Wait for the notice period

During the notice period the tenant may:

Pay arrears | Resolve the breach | Leave voluntarily

If they leave, the tenancy ends without court action.

### Step 4

#### Apply to court for possession

If the tenant does not leave, landlords must apply to the county court for possession. Evidence includes:

Signed tenancy agreement | Rent schedule or arrears record | Inspection reports | Inventory and condition reports |  
Correspondence with the tenant

*Good records make possession claims significantly stronger.*

### Step 5

#### Bailiff enforcement (if required)

If the court grants possession and the tenant still does not leave, landlords must apply for court bailiffs or enforcement officers.

*Landlords cannot remove tenants themselves, changing locks or forcing entry without a court order is illegal.*

## What landlords should be doing now

- Keep a full tenancy file
- Maintain clear rent records
- Carry out regular inspections
- Keep written communication with tenants
- Ensure compliance documents are issued correctly
- Maintain signed inventories

*With Section 21 removed, documentation and evidence are critical.*

### **\*Important rule - The 12 month re letting restriction**

*If possession is granted because the landlord intends to sell the property, or intends to move in themselves or a close family member, the property cannot normally be re let or marketed for rent for 12 months from the date the notice was served. This rule prevents landlords using these grounds simply to remove tenants and re let at a higher rent.*

*Only use these grounds if the intention is genuine.*

# IT SOUNDS OVERWHELMING. IT DOESN'T HAVE TO BE.

While the Renters' Rights Act introduces major structural changes, most landlords will find that with the right processes in place the system remains straightforward to manage.

The key areas below are where landlords will notice the biggest day to day differences.

**Tenancy structure** - Fixed term Assured Shorthold Tenancies are replaced by periodic tenancies as the default structure.

In practice this means:

Tenancies won't automatically end after 6 or 12 months | Tenants can give notice | Must rely on possession grounds to regain the property

For landlords this increases the importance of:

strong referencing   detailed tenancy agreements   maintaining good communication   keeping accurate records

**Rent increases** - Rent increases will become more structured and transparent.

Key practical points include:

Rent increases will generally be limited to once per year | Landlords must use the correct statutory notice process | Tenants can challenge increases they believe are above market rent

For landlords this means:

reviewing rents annually rather than irregularly   keeping evidence of local market rent levels   communicating increases clearly and formally

**Pets in rental properties** - Tenants will have a stronger right to request permission to keep pets.

Landlords can still refuse where there is a reasonable justification, such as:

Building restrictions or lease terms | unsuitable property type (for example large dogs in very small flats) | health and safety concerns

Landlords may also require pet insurance or additional protection against pet damage.

In practice this means landlords should:

consider property suitability   document the decision making process   ensure tenancy agreements address pet related responsibilities

**Stronger tenant rights** - The reforms place greater emphasis on transparency and fair treatment.

For landlords this means maintaining clearer records and processes, including:

Issuing required tenancy documents correctly | keeping safety certificates up to date | maintaining written communication with tenants | ensuring property conditions meet legal standards

Landlords who already operate with good organisation and compliance will find that these expectations largely formalise existing best practice.

**The practical  
reality**



**Landlords who focus on:**

good tenant selection  
clear tenancy documentation  
regular inspections  
proactive maintenance  
organised record keeping

**Will already be well prepared for the new system.**



# SELF MANAGING LANDLORD? HAVE YOU SENT THE NEW TENANT INFORMATION YET?

From 1 May 2026, landlords in England must provide the correct written information to tenants under the Renters' Rights Act changes. So, what do you need to action before the 1<sup>st</sup> May 2026?

## If your tenancy already has a written agreement

For most existing tenancies created before 1 May 2026, where there is already a written tenancy agreement or other written record of the terms, you do not need to issue a new written statement of terms. Instead, you must give the tenant the government produced Renters' Rights Act Information Sheet 2026.

## If the tenancy is verbal only

If an existing tenancy was agreed verbally and there is no written record of the tenancy terms, you should not send the government information sheet on its own. In that case, you must provide a written statement setting out the key terms of the tenancy and other required information.

## For new tenancies from 1 May 2026

For any new tenancy agreed on or after 1 May 2026, landlords must give tenants certain written information about the tenancy before the tenancy is agreed. This can be included within the tenancy agreement or given separately.

## Deadline for existing tenants

Where the government information sheet is required for existing tenants, it must be issued by 31 May 2026.

## What does the written information cover?

The required written information includes key items such as the landlord's name and address, rent, deposit, repair responsibilities and which bills the tenant must pay.

## Simple action check:

**Written tenancy agreement  
already in place?**



**Send the government Information  
Sheet**

[Click here for the form](#)

**No written agreement at all?**



**Prepare and send a written statement  
of terms**

Can **ROSEMOOR** help?

**Yes.**

We can help you:



We can help self managing landlords **stay compliant** with the new rules.

**Get in touch** if you need support reviewing your tenancy paperwork or issuing the correct documents.



Lettings. Done Properly.

General information only. Applies to private rented sector tenancies in England.